

REMARKS

Claims 21-26 are pending in the application, claims 22, 24 and 26 withdrawn from consideration. Applicant notes with appreciation that claims 21, 23 and 25 are not subject to the issues which gave rise to the objection and non-art rejections related to claims 17-20. Nonetheless, reconsideration of the application and allowance of all claims are respectfully requested in view of the above amendments and the following remarks.

Claim 25 has been amended by incorporating all of claim 23 into claim 25 as suggested by the examiner to address the objection stated in paragraph 6 of the Office action.

Claims 21, 23 and 25 have been amended to address the rejection under the second paragraph of 35 USC 112 stated in paragraphs 7 and 8 of the Office action. Specifically, the examiner has considered the claim ambiguous with respect to the provision of a resulting delivery point. It is noted that claim 21 recites the determination of a mail volume for a delivery range within a delivery round, and it is inherent that a delivery range is a range of delivery points within the delivery round. This has now been explicitly stated in claim 21. It is also inherent that if a resulting delivery point corresponding to the destination address is to be provided, it will have to be one of the (up to that point) ambiguous delivery points. This has now also been explicitly stated in claim 21.

Entry of the amendments to claim 21 is respectfully requested in that what has been added to claim 21 (i.e., that the delivery range is a range of delivery points and that the resulting delivery point is chosen from one of the ambiguous delivery points) is already inherent in the existing claim language and already assumed by the examiner (as evidenced by his description of

the subject matter of claim 21 in paragraph 8 of the Office action) to be part of the claimed invention.

What is not added to claim 21 that has been questioned by the examiner is a recitation of *which* delivery point is chosen. It is submitted that such a recitation is not required in claim 21 as applicant has chosen to claim the invention in a breadth that would cover the choice of any of the ambiguous delivery points within the range if the mail volume of the range is below a predetermined volume. It is believed that the examiner is confusing breadth with ambiguity, and is requiring applicant to narrow the claims when the prior art does not warrant such narrowing.

Finally, as to the alleged “optional” nature of the detecting and computing steps, applicant continues to disagree with the original position stated by the examiner, but beyond that it is noted that the claim language was amended earlier to recite that these steps are performed *when* a condition is met, not *if* a condition is met. Thus, while these steps will not always be performed because the condition will not always be met, the steps *must* at some point be performed by the claimed method or system or machine in order to satisfy the claim language. The steps may be “optional” in the sense that they might not occur in any given address processing, but they are not optional in perpetuity. They must at some point occur under any reasonable reading of the claim language.

While applicant does not agree with the examiner’s treatment of the claimed detecting and computing steps, it is noted that the examiner has suggested alternative claim language that would not be considered optional. Accordingly, the “if” language has been restored since it reads better, and instead the examiner’s suggested language has been used.

Turning now to the prior art rejections, the only rejection remains a rejection of claims 21, 23 and 25 for anticipation by Ross. This rejection is again respectfully traversed.

Applicant submits the previous claim language distinguishes over the art because Ross never performs the claims detecting and computing steps when the address resolution processing provides several ambiguous delivery points. In any event, the claims have now all been amended to use the language suggested by the examiner that the examiner agrees is not optional. With the claims as now amended, it is clear that Ross does not teach or suggest the claimed invention.

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

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